

Redline Draft of Final Agreement
June 2019

AGREEMENT

BETWEEN THE

CITY OF JOHN DAY, OREGON

AND THE

GRANT COUNTY POLICE OFFICERS' ASSOCIATION

~~2016-2019~~2019-2022

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2 **CITY OF JOHN DAY AND GRANT COUNTY POA AGREEMENT**

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PREAMBLE

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This contract is in effect between the City of John Day, Oregon (hereinafter “Employer”) and the Grant County Police Officers’ Association (hereinafter “Association”) and is entered into for the purposes of establishing wages, hours, and other terms and conditions of employment.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

195 **ARTICLE 1**

196
197 **RECOGNITION**

198
199 **1.1 Recognition**

200
201 The Association is recognized as the sole and exclusive collective bargaining
202 representative for the purpose of establishing wages, hours, fringe benefits, and other working
203 conditions for all full time employees ~~and part time employees who regularly work not less than~~
204 ~~twenty (20) hours per week~~ in the bargaining unit, as certified by the Employment Relations
205 Board (ERB). Positions excluded from the bargaining unit are the Chief of Police, other
206 supervisors, confidential employees as determined by the ERB and temporary employees.
207 “Temporary employees” are defined as those employed for fewer than 180 days in any calendar
208 year.

209
210 ~~The normal work period for part time employees shall not be less than 80 hours per~~
211 ~~month. With the exception of the Funeral Leave benefit set forth in Article 15.11, part time~~
212 ~~employees shall accrue paid leave benefits at 50% of the accrual rate of full time employees~~
213 ~~stated in this agreement.~~

214
215 Persons hired under Federal and State grants or funded through joint programs with other
216 agencies shall be subject to this collective bargaining agreement. Persons hired under such
217 grants or programs shall not be utilized to under-fill permanent Police Officer positions.

218
219 **1.2 New Classifications**

220
221 New classifications may be developed by the Employer, and a wage scale for those
222 classifications may be assigned by the Employer. The Employer shall notify the Association and
223 provide the Association with a copy of the job description for the new classification and the
224 wage scale assigned thereto.

225
226 In the event the Association and the Employer agree that the newly-created job
227 classification appropriately belongs in the bargaining unit, and if the Association serves notice of
228 its desire to bargain over the wage rate assigned the classification, the Association and the
229 Employer shall enter into negotiations for wages and those issues unique only to the created
230 position.

231
232 In the event the Employer disagrees with the Association’s contention that the newly
233 created position appropriately belongs in the bargaining unit, the Association has the option to
234 appeal to ERB.

237 **ARTICLE 2**

238 **MANAGEMENT RIGHTS**

239

240

241 **2.1 Management Rights**

242

243 In addition to rights specified elsewhere in this Agreement, the Employer shall have all

244 legal and customary rights including, but not limited to, the exclusive right to determine the

245 mission of its constituent departments and divisions, boards and commissions; set standards,

246 types and frequency of services, exercise control and discretion over its organization, operations,

247 and the technology of performing its work; determining the procedures and standards of

248 selection for employment and promotion; direct and supervise employees; assign duties,

249 schedules, hours of work; take disciplinary action, including termination, for just cause; relieve

250 employees from duty due to workload deficiencies, reduction of budgeted positions, reallocation

251 of work assignments and other justifiable causes; establish and administer the fiscal budget;

252 evaluate employee performance; determine the content of job classifications; assume all

253 necessary actions to carry out its mission in emergencies and other situations of unusual or

254 temporary circumstances; maintain the efficiency of its operation and determine the means,

255 methods and personnel by which such operations are to be conducted.

256

257 The rights of employees in the bargaining unit and of the Association are limited to those

258 specially set forth in this Agreement, and the Employer retains all authority, powers, privileges

259 and rights not specifically limited by the terms of this Agreement. The parties acknowledge that

260 during the negotiations which resulted in this Agreement, each had the unlimited right and

261 opportunity to make demands and proposals with respect to any subject or matter not removed

262 by law from the arena of collective bargaining. It is agreed that this document contains the full

263 and complete Agreement on all bargaining issues between the parties and for all whose benefit

264 this Agreement is made. In the event of a conflict between the provisions of the Agreement and

265 any rule or regulation heretofore existing, the provisions of this Agreement shall control.

266

267 **2.2 Work Rules**

268

269 The parties jointly recognize that as elected or appointed officials, the City Council is

270 directly responsible to the citizens of the City and the public generally for performance of

271 functions and services performed or offered by the City. These responsibilities cannot be

272 delegated. For this reason, it is jointly recognized that the City Council must retain broad

273 authority to fulfill and implement its responsibilities and may do so by work rule, oral or written,

274 existing or future.

275

276 It is agreed that no work rule will be promulgated or implemented which is inconsistent

277 with the specific provisions of this Agreement, or affects a mandatory subject of collective

278 bargaining or a permissive subject with a mandatory impact, as set out in ORS 243.650 et seq.

279 All work rules which have been or shall be reduced to writing will be furnished to the

280 Association and to affected employees seven (7) days prior to their implementation.

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2.3 Wage Payback

As required by ORS 181A.620, when an employee of the bargaining unit, whose classification or other terms of employment requires specific training, voluntarily leaves City employment and is subsequently employed by a different governmental agency in a position that requires the same training, the new agency shall reimburse the City for the costs of the specific training that the City incurred according to the reimbursement schedule stated in subsection (3) of ORS 181A.620.

291 **ARTICLE 3**

292 **NON-DISCRIMINATION**

293

294

295 **3.1 Employees Rights**

296

297 Employees shall have the right to form, join, and participate in, the activities of an

298 employee organization of their own choosing, for the purpose of representation on matters of

299 employment relations. Employees also have the right not to join or participate in the activities of

300 employee organizations. No employee shall be interfered with, intimidated, restrained, coerced,

301 or discriminated against by the Employer or the Association because of the exercise of his rights.

302

303 **3.2 Non-Discrimination**

304

305 The Employer and the Association agree that the provisions of this Agreement shall be

306 applied to all employees in the bargaining unit without discrimination as to race, color, religion,

307 sexual preference, sex, age, national origin, or mental or physical disability. However, the

308 Employer has the right to establish bona fide occupational qualifications and requirements.

309 Nothing contained in this Agreement shall prevent the Employer from making reasonable

310 accommodations under the Americans with Disabilities Act.

311

312 **3.3 Use of Gender**

313

314 All references to employees in this Agreement designate both sexes wherever the male

315 gender is used and shall be construed to include male and female employees.

316

317

318

ARTICLE 4

DUTY TO BARGAIN CHANGE OF TERMS

The Employer and the Association agree that any change in the terms of this Agreement affecting a mandatory subject of collective bargaining or a permissive subject with a mandatory impact, will be bargained before the change is implemented, as provided for under ORS 243.698.

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329 **ARTICLE 5**

330

331 **STRIKES**

332 **5.1 Strikes**

333

334 The Association and its members agree that they will not initiate, cause, permit,
335 participate in, or join any strike against the Employer. Employees will not honor any picket lines
336 when called upon to cross said picket lines in the discharge of their duties.

337

338 **5.2 Lockouts**

339

340 The Employer shall not lockout employees for any reason for the duration of this
341 Agreement.

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346 **ARTICLE 6**

347
348 **MILEAGE AND PER DIEM**

349
350 **6.1 Mileage**

351
352 An employee required by the Employer to report for special duty such as schools,
353 conferences, training, etc., outside the corporate limits of the City of John Day, shall be furnished
354 with a City vehicle as first choice. If the employee chooses to utilize his or her personal
355 automobile when a City vehicle is available, the employee shall be reimbursed actual gas cost,
356 for which receipts shall be required. As a last resort, an employee who is required to use his or
357 her own automobile for transportation to such location shall be compensated at the actual IRS
358 mileage reimbursement rate for the use of such automobile. Such mileage shall be calculated
359 from the normal work site.

360
361 **6.2 Per Diem**

362
363 With the exception of training at DPSST, ~~W~~when an employee's duties require him to
364 travel outside the City, the Employer agrees to advance that employee, if necessary, the
365 reasonable cost of meals and lodging not to exceed [the per diem rates for meals and incidentals](#)
366 established year to year for the state of Oregon by the General Services Administration.:

367
368 Meals up to \$35.00 per day

369 Motel or Hotel: Actual Expense

370
371 Upon return, the employee will present to the Employer the receipts for actual expenses
372 incurred and necessary adjustments shall be made.

376 **ARTICLE 7**

377 **ASSOCIATION BUSINESS**

378

379 **7.1 Association Representative**

380

381

382 The Employer and the Association recognize that harmonious labor relations are

383 beneficial to both parties. The parties further recognize that the Association is responsible for

384 representing the interest of its membership and desires to work with the Employer to resolve

385 problems at the lowest step of the grievance procedure. Therefore, the Employer agrees to allow

386 two (2) designated employees to function as Association Representatives.

387

388 **7.2 Functions of Association Representative**

389

390 The Employer agrees to allow the Association Representatives to perform their duties as

391 Representative on their own time, except that Representative shall not suffer loss of regular pay

392 as a result of reasonable time spent in grievance meetings with supervisors or other

393 representatives designated by the Employer. These provisions shall not prohibit conversations

394 concerning Association matters which do not interfere with the employee's regular performance

395 of his or her duties.

396

397 **7.3 Designation of Association Representative**

398

399 The Association shall provide the names of the designated Association Representatives to

400 the Employer within ten (10) days of the signing of this Agreement. The Association may at its

401 discretion change the Designated Association Representatives providing that notice is given to

402 the Employer within 10 (ten) days.

403

404 **7.4 Compensation During Bargaining**

405

406 Bargaining time is paid time ~~if on~~ to the extent that it occurs during an employee's

407 scheduled shift. ~~If on off duty time, the employee will not be paid overtime.~~ If bargaining time

408 raises safety issues regarding number of hours worked, the City will have other employees cover

409 the shift for the negotiating team member.

420
421 **ARTICLE 8**

422
423 **DONATION LEAVE BANK**

424
425 All employees shall be entitled to donate accrued vacation leave, accrued sick leave or
426 personal leave (holiday or compensatory time) to a Donation leave bank, provided that the
427 employee making the donation has a minimum of ~~eighty (80)~~ forty (40) hours vacation time
428 remaining on the books ~~and a minimum of eight (8) hours personal leave on the books at after~~
429 ~~the time of~~ the donation. No employee may donate more than forty (40) hours to the leave bank
430 in any fiscal year. Notice of donation shall be made in writing to the City Manager.

ARTICLE 9

ASSOCIATION ACCESS

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The Employer agrees to allow space within the work site for a bulletin board to be used by the Association for posting notices, announcements, and other communications concerning the Association. The space shall be convenient and in a place regularly seen by employees. Such postings shall be limited to appropriate Association business and shall be signed by the Association Representative responsible.

450 **ARTICLE 10**

451 **ASSOCIATION SECURITY**

452
453
454 **10.1 Dues**

455
456 Upon receipt by the Employer of a true, complete copy of a form signed by an employee
457 who has joined the Association authorizing the Employer to do so. The Employer shall deduct
458 Association dues from the salary check of the employee once a month and forward it to the
459 Association. The Employer shall transmit the amount deducted to the designated representative
460 of the Association within ten (10) days after the deduction is made. The Association shall notify
461 the Employer within ten (10) days after the signing of this Agreement of the amount of dues.
462

463 **10.2 Religious Exemption**

464
465 Pursuant to ~~ORS 243.666(1), employees who are members of the Association and who~~
466 ~~have a sincerely held religious belief or who are members of a church or religious body that has~~
467 ~~bona fide religious teachings or tenants which prohibit association with a Labor Association or~~
468 ~~the payment of dues or payment in lieu of dues, shall pay an amount of money that is the same as~~
469 ~~regular Association dues, initiation fees or other assessments to a non-religious charity mutually~~
470 ~~agreed to between the employee and the Association.~~
471

472 **10.3 Payment in Lieu of Dues**

473
474 ~~Employees who are not members of the Association shall make payment in lieu of dues~~
475 ~~once each month to the Association. The Employer shall deduct an amount equal to the amount~~
476 ~~of union due from the employee's check and transmit the payment to the Association within ten~~
477 ~~(10) days after the deduction is made.~~
478

479 **10.4 New Employees**

480
481 ~~The Employer shall notify the Association in writing of new employees hired within the~~
482 ~~bargaining unit within thirty (30) days of the hire date. The Employer shall provide to the~~
483 ~~Association the name, date of hire, job classification and mailing address of the new employee.~~
484

485 **10.5 Hold Harmless**

486
487 The Association agrees to indemnify, defend and hold the Employer harmless from any
488 and all claims, suits, or actions involving application of the provisions of this Article.
489
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492
493

494 **ARTICLE 11**

495 **OUTSIDE EMPLOYMENT**

496
497
498 **11.1 Outside Employment**

499
500 Members may engage in off-duty employment after first receiving written authorization
501 from the Employer. The authorization shall not be unreasonably withheld. If the Employer
502 denies the request, it shall provide written justification.

503
504 **11.2 Approval**

505 To be approved, outside employment shall:

- 506
507
508 (a) Be compatible with the employee's work schedule, duties, and/or responsibilities;
509 City work;
510
511 (b) In no way detract from the efficiency of the employee in his/her City work; and
512
513 (c) In no way conflict with or be incompatible with the interests of the City or be a
514 discredit to the City.
515
516
517

518 **ARTICLE 12**

519
520 **PERSONNEL RECORDS**

521
522 **12.1 Personnel Record**

523
524 The City Manager shall cause a personnel record to be maintained for each employee in
525 the service of the Employer. The personnel record shall show the employee's name, title of the
526 position held, the department to which assigned, salary, change in employment status, training
527 received, and such other information as may be considered pertinent. A Personnel Action Form
528 shall be used as the single document to initiate and update personnel records.

529
530 Employee personnel records shall be considered confidential except as required for
531 release under the Public Records law and shall be accessible only to the following parties:

- 532
533 (a) The employee concerned;
534 (b) The employee's Department Head or acting supervisor;
535 (c) The City Manager;
536 (d) Individuals authorized in writing by the employee;
537 (e) City legal advisors.
538 (f) By order of the court, to a party in a case before a court of competent jurisdiction;

539
540 **12.2 Inspection**

541
542 Each employee shall have the right, upon request, to review and obtain, at no cost to the
543 employee, copies of the contents of his personnel file, exclusive of materials received prior to the
544 date of his employment by the Employer.

545
546 **12.3 Retention**

547
548 All information gathered by the Employer about an employee shall be permanently
549 retained in the employee's personnel file, except that records of ~~actual final non-economic~~
550 disciplinary action taken shall be retained for a period of three (3) years, after which time they
551 shall be ~~destroyed removed and placed into a different administrative file.~~ Records of final
552 economic discipline, (including but not limited to demotion, suspension, dismissal), shall remain
553 in the file for six (6) years. All favorable letters or other correspondence or other
554 commendations shall be retained in the employee's personnel file for ~~two (2)~~ six (6) years, after
555 which time they shall be given to the employee.

556
557 At the time of the employee's annual evaluation, he or she may submit a written request
558 to the Chief or Telecommunications Supervisor that ~~written warning letters reprimands~~ be
559 removed from his or her personnel file. The request will be discussed by the employee and the
560 Chief or Telecommunication Supervisor and, if no agreement is reached, the employee may
561 appeal the request to the City Manager. The City Manager shall discuss the request with the

20 Agreement between the City of John Day, Oregon, and the
Grant County Police Officers Association ~~2016-2019-~~2022

562 Chief or Telecommunication Supervisor and the employee, and make the final decision on the
563 matter. However, under no circumstances shall ~~written warning letters~~ reprimands remain in the
564 employee's personnel file longer than three (3) years from issuance, pursuant to Article ~~11.3~~ 13.1.
565

566 **12.4 Disciplinary Records**

567

568 Materials concerning discipline shall not be placed in an employee's personnel file until
569 the employee has exhausted all appeals available through the grievance procedure.
570

571 **12.5 Employee Response**

572

573 An employee may respond, in writing, to any item placed in his or her personnel file, and
574 the response shall become a part of the file.
575

576 **12.6 Employee Signature**

577

578 Each employee shall read, and be requested to sign, any written material that is placed in
579 his or her personnel file, including merit ratings, written reprimands, demotions, suspensions or
580 discharge. Signing does not necessarily indicate agreement. If an employee refuses to sign the
581 material, a notation shall be made on a separate form that the employee read the material and
582 refused to sign. That form shall be attached to the material included in the file.
583
584
585

586 **ARTICLE 13**

587 **DISCIPLINE AND DISCHARGE**

588
589
590 **13.1 Just Cause**

591
592 Discipline for employees (other than probationary employees) shall only be for just cause
593 and will normally be progressive, beginning with oral warning and proceeding to written
594 warning, suspension, and finally to discharge. Some alternative forms of discipline may
595 occasionally be used if, in the employer's discretion, it is more appropriate to a circumstance
596 than those listed above. If a violation of Employer policy or work practices is of a sufficiently
597 serious nature, an employee may be reprimanded in writing, suspended and/or discharged
598 without prior disciplinary warning. Corrective coaching, oral warnings and written reprimands
599 are not grievable.

600
601 **13.2 Probationary Employees**

602
603 All probationary employees who are already DPSST certified are subject to a twelve
604 (12)-month probationary period from their initial date of hire. New hires who are not DPSST
605 certified are subject to an eighteen (18) month probation from their initial date of hire. ~~with the~~
606 ~~Employer having the option to extend the probationary period an additional six (6) months with~~
607 ~~Association approval.~~ During the probationary period, the above discipline and discharge
608 provisions shall not apply to the employee. Probationary employees do not have the right to
609 grieve any level discipline.

610
611 **13.3 Appeals**

612
613 Within fifteen (15) days of the Association's receipt of notice of disciplinary action, the
614 Association may appeal the discipline directly to the second step of the grievance procedure.

615
616 **13.4 Discipline Shall Be Timely**

617
618 Absent unusual circumstances, discipline shall be rendered within thirty (30) calendar
619 days from the time that the Employer initially knows of the incident giving rise to the discipline.
620 In cases where the process lasts longer than thirty (30) calendar days, the Employer shall notify
621 the employee and the Association when thirty (30) days have elapsed and shall keep the
622 Association notified in writing every fourteen (14) days as to the status of the investigation, why
623 the matter is taking longer than thirty (30) days, and the anticipated completion date of the
624 process. This section shall not apply to criminal investigations.

625
626 **13.5 Procedures and Due Process**

627
628 In the event an employee is to be interviewed concerning an action which would likely
629 result in the imposition of discipline, the following process shall be followed to the extent

630 circumstances permit:

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- (a) At least seventy-two (72) hours prior to any disciplinary interview, the employee shall be provided written notice of (1) the nature of the allegations and/or the investigation, including specific reference to time, place and facts alleged; (2) potential discipline being considered; and (3) the right to consult with an Association representative and/or Association legal counsel before being interviewed. The employee may be accompanied to the interview by an Association representative and/or Association legal counsel.
- (b) Interviews covered under this Section shall, to the extent practical, take place at Employer facilities.
- (c) Either party may tape record the interview and, if either party exercises this right, that party will provide a copy of the tape or transcript to the other party upon request.
- (d) Interviews shall be conducted under circumstances which are not abusive to the employee.
- (e) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Employees shall be provided *Garrity* rights if compelled to [testify answer questions](#).
- (f) Prior to implementation of any disciplinary action and in accordance with *Loudermill*, the Employer shall furnish the employee and the Association with all documents and information associated with the investigation, together with a statement of the disciplinary sanction being considered by the Employer. No earlier than five calendar days following the Employer's release of these documents and information and statement of proposed discipline to the employee and the Association, the employee shall be afforded the right to meet with the management representative imposing potential discipline to provide rebuttal evidence or mitigating circumstances. The employee may be represented in the meeting by an Association representative and/or Association legal counsel.
- (g) The Employer agrees to furnish the employee a complete statement (in writing) at the time of issuance of any written warning, suspension, or discharge, outlining the specific reasons for the action. Such reason shall not be expanded at a later date, except where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Association shall be provided notice that a written warning, suspension, or discharge has been issued to the employee.

- 674 (h) If the Employer has reason to discipline an employee, it shall be done in a manner
675 that is least likely to embarrass the employee before other employees or the
676 public.
677

678
679 **13.6 Removal of Warning Letters**
680

681 ~~At the time of the employee's annual evaluation, he or she may submit a written request~~
682 ~~to the Chief or Telecommunications Supervisor that warning letters be removed from his or her~~
683 ~~personnel file. The request will be discussed by the employee and the Chief or~~
684 ~~Telecommunication Supervisor and, if no agreement is reached, the employee may appeal the~~
685 ~~request to the City Manager. The City Manager shall discuss the request with the Chief or~~
686 ~~Telecommunication Supervisor and the employee, and make the final decision on the matter.~~
687 ~~However, under no circumstances shall warning letters remain in the employee's personnel file~~
688 ~~longer than three (3) years from issuance, pursuant to Article 11.3.~~
689

690 **13.7 Requirement for Signed Internal Complaint**
691

692 It is agreed that no member of the bargaining unit will be required to write a report to the
693 Employer on any complaint against them unless the complaint is put in writing and signed by the
694 complainant or the Chief or the Telecommunications Supervisor. Prior to any written report
695 being required of any employee, they will be furnished a copy of the signed complaint.
696
697
698

699 **ARTICLE 14**

700 **GRIEVANCE PROCEDURE**

701 **14.1 Grievance Defined**

702
703
704
705 The parties agree that, for the purpose of this Agreement, a grievance shall be defined as
706 a dispute regarding the meaning, interpretation or application of this Agreement and that such
707 dispute shall be settled as provided in this Article.
708

709 **14.2 Steps of the Grievance Procedure**

710 The parties agree that they will comply with the following steps:

711
712
713 **Step (1)** The affected employee and/or the Association shall submit a grievance in
714 writing to the Chief of Police or other supervisor of an employee within fifteen (15) calendar
715 days after the Employer and ~~Association~~ [the affected employee\(s\)](#) become aware of the facts and
716 circumstances giving rise to a grievance or the date the employee(s) should have reasonably
717 become aware. The grievance form shall state the facts and circumstances as known at that time,
718 the Agreement Articles alleged to have been violated, and remedies sought. The form shall be
719 dated and signed by the employee or Association Representative in the case of an Association
720 grievance or a group grievance. If the grievance is a group grievance, the Association shall
721 submit a list of names of those employees whom it believes are affected by the grievance. The
722 Employer shall respond in writing within fifteen (15) calendar days of the receipt of the
723 grievance notice.
724

725 **Step (2)** If the employee and/or the Association is not satisfied by the Step (1)
726 response, the employee and/or the Association may submit the grievance to the City Manager
727 within fifteen (15) calendar days after the receipt of the Step (1) response. The City Manager
728 shall respond in writing to the grievance within fifteen (15) calendar days of the receipt thereof.
729 [If the Employer fails to meet or answer any grievance on the last step of the grievance procedure](#)
730 [within the time limits prescribed for such action by this section, it shall be deemed that the](#)
731 [Employer has considered the grievance to be in favor of the grievant and shall resolve the matter](#)
732 [accordingly.](#)
733

734 **Step (3)** If the grievance is not resolved to the satisfaction of the Association by the
735 second Step, the Association may submit the grievance to binding arbitration. The Association
736 shall notify the Employer within fifteen (15) calendar days after receipt of the response from the
737 second Step of its intent to arbitrate the issue. If the parties are unable to independently agree on
738 a neutral arbitrator, the State Employment Relations Board shall be requested to submit a list of
739 seven (7) Oregon arbitrators to the parties. The parties shall alternately strike three (3) names
740 from the list, with the first strike being determined by a flip of the coin. The remaining person
741 shall be the arbitrator for the grievance. The arbitrator's decision shall be final and binding on
742 the parties.

743
744 **14.3 Role of the Arbitrator**
745

746 The Arbitrator shall not have the power or authority to add to, subtract from, or modify
747 the terms of this Agreement. The Arbitrator shall deliver their written decision within thirty (30)
748 days of the last day of the hearing. The Arbitrator shall retain jurisdiction over the disposition of
749 the grievance for up to forty-five (45) days following the delivery of the decision to hear and
750 decide any post-decision matters.
751

752 **14.4 Transcript of Arbitration**
753

754 Either party may electronically record ~~obtain a transcript of~~ the arbitration at that party's
755 expense and for that party's sole use, unless the other party wishes a copy, in which case the
756 expense of the transcript recording shall be shared equally.
757

758 **14.5 Mediation**
759

760 If, after the Association has requested arbitration, the parties may agree to mediation
761 conducted by the Employment Relations Board, Mediation and Conciliation Service, if available.
762 Mediation is not a mandatory step of the grievance procedure and shall only be used when
763 agreed to by the parties. Either party's unwillingness to participate in the mediation process or
764 other particular matters discussed in the mediation process shall not be admissible in any
765 subsequent arbitration hearing. Nor shall evidence of any settlement negotiations be admissible.
766
767

768 **14.6 Expenses of Arbitration**
769

770 The losing party shall pay the expenses and fees of the arbitrator. Each party is
771 responsible for its own costs incurred. The arbitrator shall determine the ~~losing party the~~
772 prevailing party and the non-prevailing party.
773

774 **14.7 Attendance at Hearings**
775

776 The Grievant and Association witnesses shall be allowed to attend arbitration hearings
777 and/or mediation hearings and to travel to and from such hearings utilizing administrative leave,
778 Association leave bank time or their own vacation or compensatory time.
779

780 **14.8 Timeliness - Association**
781

782 Failure by the Association to meet the time lines specified herein to file a grievance shall
783 constitute an ~~abandonment waiver~~ of ~~the a~~ grievance. Failure by the Association to meet the
784 time lines herein to advance a timely-filed grievance to the next step means that the grievance
785 shall be considered settled on the basis of the last reply made and received, in accordance with
786 the provisions of this section.

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~~14.9 Last Response~~

~~Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received, in accordance with the provisions of this section.~~

14.10 Timeliness - Employer

If the Employer fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. ~~If the Employer fails to meet or answer any grievance on the last step of the grievance procedure within the time limits prescribed for such action by this section, it shall be deemed that the Employer has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.~~

14.11 Mutual Consent

The time limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be ~~eliminated~~ skipped by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved.

14.12 No Retaliation

No employee shall be disciplined or discriminated against because of the employee's proper use of the grievance procedure.

818 **ARTICLE 15**

819
820 **HOURS OF WORK**

821
822 **15.1 Work Schedules**

823
824 Work schedules showing the employee's work days and hours shall be posted on the
825 department bulletin boards. Changes in regular work schedules shall be posted seven (7) days
826 prior to the effective date of change. Employees whose regular work schedules are changed on
827 less than seven (7) calendar days written notice will be paid the employee's overtime rate for
828 time worked outside of their regular work schedule. Exceptions are allowed for in an
829 emergencyies, (Act of God, natural disaster, civil unrest, or governmental declaration of
830 emergency and use of sick or bereavement leave by another officer on less than seven (7) days
831 notice) when the schedule change is unknown seven (7) calendar days in advance of the change,
832 and except in the case of. Schedule changes by mutual agreement as provided herein are not
833 governed by this rule. In no event will overtime pay be duplicated under any other provision of
834 this Agreement.

835
836 **15.2 Work Shift**

837
838 Except for specific provisions of this Agreement to the contrary, each employee shall be
839 scheduled to work ~~on~~ a shift as determined and assigned by the Employer. ~~Said shift shall have~~
840 with established starting and quitting times. The regular hours of work each day shift shall be
841 consecutive time.

842
843
844 **15.3 Work Week**

845
846 The normal work week shall consist of a seven (7)-day schedule with five (5) consecutive
847 eight (8)-hour work days followed by two (2) consecutive days off, or four (4) consecutive ten
848 (10)-hour work days followed by three (3) consecutive days off, ~~or three (3) consecutive twelve~~
849 ~~(12) hour work days followed by three (3) consecutive days off.~~ The work week will be start at
850 12:00:00 a.m. Sunday and run through 11:59:59 p.m. Saturday-midnight. This consecutive days
851 provisions shall not apply to normal shift rotation.

852
853 An alternative to the five 8 hour and four 10 hour shift schedule in a seven-day work
854 week, may be a fourteen-day work period in which employees work twelve (12) hour shifts as
855 follows: 2 days on, 2 days off then 3 days on in the first week, then 2 days off, 2 days on then 3
856 days off in the second week.

857
858 The sole exception to the schedules described above shall be in weeks in which shift
859 rotations occur.

862 Due to staffing needs, if an employee is required to work over their normal consecutive
863 days ~~into a new work week~~, then upon mutual agreement of the employee and the supervisor, the
864 employee shall be allowed either overtime or compensatory time.

865
866 ~~The normal work period for part time employees shall not be less than 80 hours per~~
867 ~~month. With the exception of the Funeral Leave benefit set forth in Article 15.11, part time~~
868 ~~employees shall accrue paid leave benefits at 50% of the accrual rate of full time employees~~
869 ~~stated in this agreement.~~

870 871 **15.4 Work Day**

872
873 The normal work day for employees shall consist of an eight (8)-hour work shift or a ten
874 (10)-hour work shift, or a twelve (12)-hour work shift, all within a twenty-four (24)-hour period.
875 The normal work day shall include meal periods, briefing and training periods.

876 877 **15.5 Regular Hours**

878
879 ~~The regular hours of work each day shall be consecutive time.~~

880 881 **15.65 Court Time**

882
883 If any employee is served a subpoenaed to appear in court at any other time but his or her
884 regularly scheduled shift, said time shall be considered work time. Said time shall include time
885 spent in court as well as the time required for travel from headquarters or home to court and
886 return. Any employee ordered to and reporting for Court outside of their regular work shift, shall
887 be guaranteed a minimum of two (2) hours of pay in lieu thereof or for the actual hours worked,
888 either way, at the overtime rate of pay, whichever is greater.

889 890 **15.76 Overtime**

891
892 Employees working an eight (8)-hour, ~~or~~ ten (10)-hour or twelve (12) hour shift shall be
893 compensated at the rate of one and one-half (1 1/2) times their respective hourly rate for time
894 worked in excess of their eight, ~~or~~ ten or twelve hour shift. Paid leave shall count as hours
895 worked.

896 897 898 **15.87 Compensatory Time**

899
900 To the extent consistent with applicable law, and at the employee's option, an employee
901 may receive compensatory time off in lieu of overtime payments. Compensatory time shall
902 accrue at the rate of one and one-half (1 1/2) hours for each overtime hour worked. However, no
903 employee shall be allowed to take compensatory time off until the employee has first a signed
904 statement ~~to that effect~~ stating their preference for compensatory time over overtime pay, dated
905 after the effective date of this Agreement.

906
907 **15.87.1 Accrued Compensatory Time**
908

909 Compensatory time accumulation shall not exceed ~~forty (40)~~ eighty (80) hours. Once this
910 maximum accumulation has been reached, all overtime compensation earned by the employee
911 shall automatically be paid.
912

913 **15.9 Sick Leave**

914
915 **15.9.1 Accrual of Sick Leave**
916

917 All regular employees shall earn sick leave with full pay at the rate of eight (8) hours per
918 calendar month. ~~Part time employees shall earn sick leave at the rate four (4) hours per calendar~~
919 ~~month.~~ Sick leave shall accrue from the date of employment, but shall not be taken until the
920 successful completion of ninety (90) days of employment. Sick leave shall not be accumulated
921 in excess of 2,080 hours for full time employees; ~~1040 hours for part time employees.~~
922

923 **15.9.2 Allowable Uses of Sick Leave** _____
924

925 Employees are eligible ~~to use for~~ sick leave for the ~~following reasons~~ purposes set forth
926 in Appendix B to this Agreement:
927

- 928 ~~(a) — Personal illness or physical disability;~~
929
930 ~~(b) — Quarantine of an employee by a physician;~~
931
932 ~~(c) — Illness in the immediate family requiring the employee to remain at home; and~~
933
934 ~~(d) — Personal or family medical or dental appointments.~~
935
936 ~~(e) — Any other use allowed by ORS 653.616, (Oregon’s Sick Time Law), or allowed~~
937 ~~by the Employers Employee Handbook.~~
938

939 **15.9.3 Abuse of Privilege**
940

941 Abuse of the sick leave privilege may be cause for discipline. If the Employer suspects
942 that an employee is abusing sick time, including engaging in a pattern of abuse, the employer
943 may require verification from a health care provider of the need of the employee to use sick time,
944 regardless of whether the employee has used sick time for more than three consecutive days. As
945 used in this paragraph, “pattern of abuse” includes, but is not limited to, repeated use of
946 unscheduled sick time on or adjacent to weekends, holidays, vacations days or paydays.
947

948 An employee who is unable to report to work because of any of the reasons set forth in
949 Section 14.10.2 above shall, whenever possible, report his absence to his supervisor within four

950 (4) hours prior to the time he is expected to report for work or as soon as possible prior to the
951 employees work shift. Sick leave with pay in excess of three (3) consecutive working days shall
952 be allowed, but a written statement from a physician verifying the employee's need for sick leave
953 may be required by the Department head or City Manager. The employer shall pay any
954 reasonable costs for providing medical verification, including lost wages, which are not paid by
955 the insurer under the Employee's health plan.

956 957 **15.9.4 Compensation for Accrued Sick Leave**

958
959 Sick leave is provided by the Employer in the nature of insurance against loss of income
960 due to the employee's illness or injury. No compensation for accrued sick leave shall be
961 provided to any employee upon termination of employment for whatever reason, provided that
962 upon bona fide retirement, one-half (1/2) of the employee's accrued and unused sick leave will
963 be reported to PERS. Sick leave shall not accrue during any leave of absence without pay. In
964 the event there is a change in Oregon State Statute regarding the payment to Public Employees
965 Retirement System (PERS), the Association and the Employer will immediately open the
966 contract for the sole purpose of negotiation of this Article.

967 968 **15.9.5 Integration with Workers' Compensation**

969
970 When a compensable injury occurs in the course of employment, the City's obligation to
971 pay under this sick leave article is limited to the difference between any disability payment of
972 time lost payment received under Workers' Compensation Laws and the employee's regular net
973 salary.

974 975 **15.10 Personal Leave**

976
977 All full time employees who have completed at least twelve (12) full months of
978 employment are entitled to one (1) day of personal leave with pay per calendar year. Such leave
979 may be taken as mutually agreed between the Employer and employee and is not cumulative
980 from year to year. Pay for a personal leave day will be equal to the pay for one day of the full
981 time employee's regular shift.

982
983 ~~Part time employees who have complete at least twelve (12) full months of employment~~
984 ~~are entitled to one half (1/2) day of personal leave with pay per calendar year. Pay for one half~~
985 ~~day of personal leave shall be equal to the pay for one half day of the part time employee's~~
986 ~~regular shift.~~

987 988 **15.11 Funeral Leave**

989
990 In the event of a death in the employee's immediate family, an employee may be granted
991 leave of absence with pay not to exceed four (4) calendar days to attend or make arrangements
992 for the funeral. An employee's immediate family for purposes of this section shall include:
993 spouse, ex-spouse, parent, children, step-children, brother, sister, mother-in-law, father-in-law,

994 maternal grandparents, and paternal grandparents. If additional days are required, they may be
995 charged to either vacation or sick leave, or granted as administrative leave.

996
997 **15.12 Vacation Leave**

998
999 **15.12.1 Accrual**

1000
1001 Employees shall accrue vacation leave with pay at the rate shown on the first day of the
1002 month for each full calendar month employed: Part-time employee shall accrue vacation at half
1003 the normal rate.

1004

1005	0-3 years of service	8 hours per month (96 hours/yr)
1006	4-10 years of service	10 hours per month (120 hours/yr)
1007	11-15 years of service	12 hours per month (144 hours/yr)
1008	15+ years of service	14 hours per month (168 hours/yr)

1009
1010
1011

1012 **15.12.2 Continuous Service**

1013
1014 For the purpose of accumulating vacation credit, continuous service shall be service
1015 unbroken by separation from the Employer. Time spent by an employee on paid military leave,
1016 sick leave, family leave or other approved leave, shall be included as continuous service.

1017
1018 **15.12.3 Vacation Eligibility**

1019
1020 No full-time or part-time employee shall be eligible for vacation leave or pay therefore
1021 prior to completion of twelve (12) full months of continuous employment.

1022
1023 **15.12.3 Vacation Scheduling**

1024
1025 Subject to the reasonable operating needs of the Employer, vacation time shall be
1026 requested and scheduled on the basis of seniority. Sign-ups shall commence on December 1st,
1027 and the result of the sign-up shall be posted March 1st. Each employee will be permitted to
1028 exercise his or her right of seniority only once annually and for one block of time only.
1029 Conflicting requests for the same vacation time shall be resolved on the basis of seniority. It is
1030 understood that all vacations must be scheduled in a manner which is consistent with the
1031 operating requirements of the Department and with approval of the Chief or Telecommunications
1032 Supervisor.

1033
1034 **15.12.5 Limitations on Vacation Accrual**

1035
1036 Each employee shall accumulate vacation as follows:

1037

1038 Those receiving 8 hours per month may not exceed 160 hours accrual.
1039 Those receiving 10 hours per month may not exceed 200 hours accrual.
1040 Those receiving 12 hours per month may not exceed 240 hours accrual.
1041 Those receiving 14 hours per month may not exceed 280 hours accrual.
1042

1043 It is incumbent upon each employee to schedule and use vacation leave to avoid loss of
1044 vacation time. Vacation time that exceeds that listed above will be lost. If the employee has
1045 scheduled vacation and is unable to take vacation due to unforeseen circumstances, which
1046 require the employee to work, that employee may be compensated monetarily or reschedule
1047 requested time off. ~~Years of service for vacation will allow part-time employees to accumulate~~
1048 ~~the same amount of vacation as full-time, but the accruals will still accumulate at half the rate as~~
1049 ~~provided for in Article 14.13.1 above.~~
1050

1051 **15.12.6 Death or Separation**

1052
1053 In the event of the separation from employment of an employee who is otherwise entitled
1054 to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the
1055 event of death, earned but unused vacation shall be paid in the same manner as salary.
1056

1057 **15.12.7 Request Procedure**

1058
1059 Employees are required to request leave on forms provided. Leave requests must be
1060 approved by the Police Chief or ~~Telecommunication Supervisor and~~ City Manager. In the case of
1061 sick leave, the form must be completed no later than twenty-four (24) hours after return to work.
1062

1063 **15.13 Other Leaves of Absence**

1064 **15.13.1 Nature of Other Leaves**

1065
1066 The Employer shall, when requested, provide any employee appropriate leaves of
1067 absence for the following purposes:
1068

1069
1070 ~~(a) If the work schedule of the Employer conflicts with an employee's opportunity to~~
1071 ~~vote;~~

1072
1073 (ba) Employees shall be granted leave with pay for service on a jury; provided
1074 however, that the employee is required to seek all fees due him for such jury duty
1075 and turn said fees over to the City, excluding mileage; and
1076

1077 (eb) Military leave shall be granted in accordance with the laws of the United States of
1078 America and the State of Oregon.
1079

1080 **15.13.2 Leave Without Pay**

1081

1082 Leave of absence without pay shall be submitted to the immediate supervisor for
1083 consideration. Such leave may or may not be granted at the sole option of the Employer. All
1084 leaves must take into consideration the affect the absence will have on the workload of the
1085 department. Leave of absence will not be granted until all accrued sick leave and vacation time
1086 has been used. Extended leaves of absence may require Council approval. Normally a leave of
1087 absence is for a specific period of time and will be considered for any reasonable reason.

1088
1089 **15.13.3 Family Leave**

1090
1091 Family leave may be taken pursuant to the Oregon Family Leave Act.

1092
1093 **15.14 Call Out Pay**

1094
1095 An employee who is called to work additional time above his or her regularly scheduled
1096 shift shall be entitled to a minimum of two (2) hours pay for that ~~call-out performance~~ work or for
1097 the entire period of time spent on the call out either way at the overtime rate of pay, whichever is
1098 greater.

1099
1100

1101 **ARTICLE 16**

1102 **HOLIDAYS**

1103

1104

1105 **16.1 Holidays**

1106

1107 All regular employees of the Employer shall be entitled to the holidays listed below with

1108 pay. Regular employees shall receive regular compensation; part-time employees shall be

1109 compensated at a rate of one-half (1/2) the regular compensation.

1110

- 1111 1. New Year's Day
- 1112 2. Martin Luther King, Jr. Birthday
- 1113 3. President's Day
- 1114 4. Memorial Day
- 1115 5. Independence Day
- 1116 6. Labor Day
- 1117 7. Veteran's Day
- 1118 8. Thanksgiving Day
- 1119 8.9. The Day after Thanksgiving
- 1120 9.10. Christmas Day
- 1121

1122 **16.2 Compensation for Work on Holiday**

1123

1124 An employee who works on a recognized holiday as part of his regular work week shall

1125 earn holiday leave equal to 1.5 times the hours worked. Holiday leave will accrue into a holiday

1126 leave bank. If the employee's holiday leave bank exceeds 40 hours as of the date of the holiday,

1127 the employee shall be paid holiday pay in addition to his or her regular rate of pay for all hours

1128 worked on the holiday. Time off on holiday leave shall be scheduled with approval of the Chief

1129 or Telecommunications Supervisor.

1130

1131 **16.3 Holidays during Vacation or Sick Leave**

1132

1133 Holidays which occur during vacation or sick leave shall not be charged against such

1134 leave.

1135

1136 **16.4 Accrual of Holiday Leave**

1137

1138 At no time shall accumulated holiday leave exceed forty (40) hours at the end of any

1139 given month. Any amount exceeding forty (40) hours shall be taken before the end of the month,

1140 or if the time off is not authorized by the supervisor, shall be paid at the regular hourly rate or

1141 rescheduled as requested to be taken within thirty (30) days. Supervisor are encouraged to grant

1142 their employees time off for holidays worked within the current or following month in which

1143 they are accrued. Unused holiday leave shall be paid in a lump sum at the time of separation.

1144

1145

1146 **ARTICLE 17**

1147 **GENERAL PROVISIONS**

1148
1149
1150 **17.1 Management Determination of Education and Training**

1151
1152 ~~The parties jointly recognize and agree that the Employer shall have the exclusive right to~~
1153 ~~determine the need for additional education courses, training programs, on the job training and~~
1154 ~~cross training and to assign employees to such duties for such periods to be determined by the~~
1155 ~~Employer.~~

1156
1157 **17.21 Safety Regulations**

1158
1159 The Employer and the employees shall comply with all applicable safety regulations.

1160
1161 **17.32 Personal Appearance**

1162
1163 The Employer retains the right to continue to expect that employees will continue to
1164 conform to present policies regarding personal appearance.

1165
1166 **17.43 Shift Trading and Trading of Days Off**

1167
1168 Shift trades and trading of days off between employees shall be permitted only with prior
1169 written verbal approval of the Chief ~~or Telecommunications Supervisor~~. Shift trades initiated by
1170 bargaining unit employees for their convenience shall not produce an obligation of the City to
1171 pay for overtime.

1174 **ARTICLE 18**

1175

1176 **SENIORITY**

1177

1178 **18.1 Definition**

1179

1180 ~~Only regular employees shall have seniority.~~ Seniority shall ~~be attained~~ start to accrue

1181 following the completion of the probationary period of ~~twelve (12)~~ eighteen (18) months and

1182 shall thereafter be established as the employee's length of continuous service from last date of

1183 hire within the bargaining unit. Seniority shall be broken or terminated if any employee:

1184

- 1185
- 1186 (a) Voluntarily separates from employment;
 - 1187
 - 1188 (b) Is discharged for just cause or, if on new-hire probation, for no cause;
 - 1189
 - 1190 (c) Is laid off and fails to respond to written notice as provided in this Article, Section
 - 1191 18.3;
 - 1192
 - 1193 (d) Is laid off work for a period of time greater than twenty-four (24) months;
 - 1194
 - 1195 (e) Fails to report to work at the termination of a leave of absence;
 - 1196
 - 1197 (f) While on a leave of absence accepts employment without permission; and
 - 1198
 - 1199 (g) ~~Is retired~~Retires.
- 1200

1201 Seniority shall apply by classification in the matter of layoff and recall, except as

1202 otherwise modified by this Agreement.

1203

1204 **18.2 Layoff, Reduction in Class and Recall**

1205

1206 Employees will be laid off and/or reduced in class in the reverse order of seniority in a

1207 job classification except in cases of employees who possess special skills. During a layoff or

1208 reduction, senior employees will be allowed to bump back to lower classifications from which

1209 they were promoted if the classification is still staffed and if the Employee is still qualified.

1210 Recall of laid off employees will be in the reverse order of the layoffs within their classification.

1211

1212 **18.3 Notice of Recall from Layoff Status**

1213

1214 Employees will be recalled in reverse order of layoff within their classification. Notice to

1215 an employee of recall from layoff shall be made by certified mail sent to the last address

1216 provided to the Employer by the employee. The employee shall have ~~thirty (30)~~ fifteen (15)

1217 calendar days from the date the notice was mailed to deliver their written decision whether they

1218 will accept recall. If the employee accepts, they shall have thirty (30) calendar days to return to
1219 work from the date of mailing of the notice notifying that employee of his recall from a layoff
1220 status. If the employee's written decision accepting recall is not delivered within the fifteen (15)
1221 day deadline, or the employee fails to return to work within the thirty day deadline ~~or~~ the
1222 employee will forfeit all seniority, including the right to be recalled. Recall rights shall expire
1223 twenty-four (24) months after the day of layoff.

1224 **18.4 Promotional Probationary Period**

1226 ~~Regular employees promoted into a higher classification shall serve a promotional~~
1227 ~~probationary period of six (6) weeks. Any promoted employee has the right to return to their~~
1228 ~~former position during the promotional probationary period. This applies to promotions within~~
1229 ~~or outside of the bargaining unit.~~

1231 **18.54 Seniority List**

1232 The seniority list is a listing of all current employees within the bargaining unit and their
1233 respective seniority order, date of hire in bargaining unit, date of entry into present class and
1234 present classification.

1237 **18.65 Lateral Hires**

1238 "Lateral hire" refers to new hires who possess DPSST certification on their date of hire.
1239 In the event a new employee is hired as a lateral transfer, or hired to fill a promotional position,
1240 such employee may receive just compensation, however, seniority level shall ~~considered~~ begin
1241 and accrue the same as for a new ~~city~~ bargaining unit employee.

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ARTICLE 19

RETIREMENT

19.1 PERS Participation. The City agrees to continue to participate in the Public Employee Retirement System (PERS) or its successor.

19.2 Employer PERS Contribution. During the term of this Agreement, the City shall continue to pay the Employee’s six percent (6%) contribution to the PERS on behalf of each Employee.

1257 **ARTICLE 20**

1258 **UNIFORMS AND EQUIPMENT**

1259

1260

1261 **20.1 Safety Equipment**

1262

1263 The Employer will purchase each sworn officer one (1) threat level No. III vest, including

1264 a trauma plate and side panels. The sworn officer is required to wear the vest at all times when

1265 on duty. The vest shall remain the property of the Employer, and shall be returned at the time

1266 the employee leaves City employment. All vests shall be replaced by the Employer in

1267 accordance with the manufacturer's recommended replacement schedule, or when the vest fails,

1268 is damaged, or is rendered non-usable. Employees shall exercise due care in the use of all

1269 equipment issued by the Employer.

1270

1271 **20.2 Uniforms for Officers**

1272

1273 The City will hold \$800 on account for each sworn employee annually (July 1 to June 30)

1274 to be used for reimbursement for purchases of uniforms, footwear or mandated equipment. At

1275 the end of each year, any unused funds in the account revert to the City.

1276

1277 **20.3 ~~Uniforms for Non-Sworn Employees~~ Duty Cell Phone**

1278

1279 ~~The City will hold \$100 on account for each non-sworn employee annually (July 1 to~~

1280 ~~June 30) to be used for reimbursement for purchases of uniforms, footwear or mandated~~

1281 ~~equipment. At the end of each year, any unused funds in the account revert to the City. The City~~

1282 ~~shall provide one cell phone (and accessories as determined by the Chief) to be shared by all~~

1283 ~~patrol officers capable of receiving work-related text and emails.~~

1286 **ARTICLE 21**

1287 **ALCOHOL AND DRUG TESTING**

1288

1289

1290 **21.1 Policy**

1291

1292 The Association recognizes the right of the Employer to continue its policy of testing

1293 police officers by a BAC (breath test) or urine test after the discharge of a firearm in the line of

1294 duty if the Employer compels the Employee to submit to such testing. In addition the Employer

1295 has the right to test police officers when the following occur:

- 1296
- 1297
- 1298 (a) The officer is involved in a vehicle accident where injuries occur.
- 1299
- 1300 (b) There is probable cause that the employee has reported to work or has returned to
- 1301 duty with drugs or alcohol in the officer's system. When feasible, the basis for
- 1302 the determination of probable cause will be observed by another bargaining unit
- 1303 employee.
- 1304

1305 **21.2 Testing**

- 1306
- 1307 (a) If the officer is to be tested for alcohol, such test shall be by the standard
- 1308 breathalyzer test used by the Department DUII tests. An officer shall be
- 1309 considered under the influence if the officer's blood alcohol content is .08% or
- 1310 what the state law states as legally intoxicated, whichever is less.
- 1311
- 1312 (b) If the officer is to be tested for the presence of illegal drugs as is described on the
- 1313 list of controlled substances as defined by ORS 475.005(6), such test shall be
- 1314 conducted utilizing an EMIT urine test. An officer is considered to have tested
- 1315 positive if the officer exceeds the standard listed in Appendix A.
- 1316
- 1317 (c) If the initial test indicates the employee tests negative, neither the employee nor
- 1318 the sample shall be subject to further testing. The test results shall be retained
- 1319 only by the testing laboratory. In the event that the test results are positive for the
- 1320 presence of a controlled substance, the Employer shall require that a second
- 1321 confirming test from the same sample be conducted which also must be positive
- 1322 according to the standards in Appendix A, before an employee would be
- 1323 considered under the influence. The second confirming test must utilize the
- 1324 G.C./M.S. testing technique.
- 1325
- 1326 (d) The Employer shall pay the costs of all testing which shall be conducted at Blue
- 1327 Mountain Hospital. Employees may utilize sick leave, and then vacation or
- 1328 personal leave for such testing, unless still within their scheduled shift.
- 1329

1330 (e) Any employee required to give any breath, urine, or intoxication related test or
1331 make any statement regarding use of any intoxicant shall be provided the
1332 opportunity to consult an Association representative or legal counsel prior to
1333 taking the test or providing the statement. Such action shall not unduly delay the
1334 taking of any test. No Blood samples will be taken without consent.
1335

21.3 Discipline and Other Action

- 1337
- 1338 (a) If an employee tests positive ~~for the first time~~, the employee is ~~not~~ subject to
1339 discipline or discharge. The necessity and extent of discipline shall be considered
1340 on a case-by-case basis. ~~The employee shall receive such treatment or counseling~~
1341 ~~as may allow the employee to return to work drug/alcohol free. Payment of said~~
1342 ~~treatment shall be determined by the level of coverage in the City's insurance~~
1343 ~~policy and the requirements and conditions of said policy. Employees may utilize~~
1344 ~~sick leave and then vacation or personal leave for such counseling. An employee~~
1345 ~~must test clean in two (2) consecutive random specimens prior to returning to~~
1346 ~~work. Upon return to work such employee shall be subject to random~~
1347 ~~drug/alcohol testing for a period of one year.~~
- 1348
- 1349 (b) ~~If an employee after reinstatement tests positive for illegal drugs, prove abuse of~~
1350 ~~prescription drugs, or alcohol a second time, such employee can be subject to~~
1351 ~~discipline, including possible termination.~~
- 1352
- 1353 (c) ~~The provisions of this Article do not apply to an officer who has consumed or in~~
1354 ~~the possession of drugs or alcohol in the official performance of their duties.~~
- 1355
1356
1357

1358 **ARTICLE 22**

1359 **COMPENSATION**

1360

1361

1362 **22.1 Salary Schedule**

1363 Employees shall be compensated in accordance with the salary schedule attached to this

1364 Agreement as Appendix A, which is hereby incorporated into and made a part of this Agreement.

1365

1366

1367 Effective July 1, ~~2016~~ 2019, employees shall receive a ~~1.0%~~ \$1.50 wage increase across

1368 the board.

1369

1370 Effective July 1, ~~2017~~ 2020, employees shall receive a ~~1.5%~~ 4.0% wage increase across

1371 the board.

1372

1373 Effective July 1, ~~2018~~ 2021, employees shall receive a ~~2.0%~~ 4.0% wage increase across

1374 the board.

1375

1376 Senior Patrolman shall be titled Sergeant. Sergeant pay shall be 5% above police officer pay ~~for~~

1377 any year of service.

1378

1379 **22.2 Pay Day**

1380

1381 Normally, employees shall be paid on the last day of each month. If the last day of the

1382 month falls on a Saturday, Sunday, or holiday, employees shall be paid on the last working day

1383 preceding the last day of the month.

1384

1385 **22.3 AirLinkMed**

1386

1387 ~~Employer agrees to pay for yearly Airlink subscription (Airlink and ambulance coverage)~~

1388 ~~for all bargaining unit employees.~~

1389

1390 **22.4 Longevity pay**

1391

1392 The City shall pay each employee longevity pay for each year of service after reaching top

1393 of scale. Longevity pay is computed at \$5 per month after reaching top of scale and increased \$5

1394 per month for every additional year of service (i.e. 10 years of service equates to \$50 per month

1395 longevity pay). Employees hired at a salary above the probation step must wait the same number

1396 of years and months as those hired at the probation step to become eligible for longevity pay.

1399 **ARTICLE 23**

1400 **HEALTH AND WELFARE**

1401

1402

1403 **23.1 Health Insurance**

1404

1405 The City shall provide a High-Deductible Health Plan (HDHP) with HSA Options for

1406 Health, Dental, Medical, Vision and Prescription Drug insurance coverage for employees and

1407 their dependents. The Employer shall pay 80% of the premium for all health insurance coverage,

1408 and employees shall pay 20% of the premium. To qualify for this coverage, the employee must

1409 work a minimum of 80 hours per month, averaged over the course of the fiscal year.

1410

1411 In lieu of contributions by the City to member VEBA accounts, the City shall institute

1412 and contribute to Health Savings Accounts (HSAs) for members and their families. The City

1413 shall make equal monthly payments equivalent to an annual contribution of \$1,200 and \$2,100

1414 per family for the term of the Agreement. An initial lump-sum contribution shall be made to the

1415 account of new employees prorated according to their date of hire.

1416

1417 **23.2 Reopener**

1418

1419 Either party may reopen the issue of health insurance by giving written notice no later

1420 than September 1st of each year of its desire to bargain a change in insurance coverage effective

1421 the following calendar year.

1422

1423 The City may change insurance providers during the term of this Agreement so long as

1424 the benefits provided are substantially similar to or greater than those in effect prior to the

1425 change in carrier. In the event the benefits offered under a proposed new provider are

1426 substantively less than those currently in effect, the parties agree to promptly commence

1427 bargaining on health insurance issues.

1428

1429 **23.23 Life Insurance**

1430

1431 During the term of this Agreement, the City will provide one and one-half (1 1/2) times

1432 base salary (maximum of ~~fifty thousand dollars (\$50,000)~~ one hundred thousand dollars

1433 (\$100,000)) for life insurance and death benefits for all bargaining unit members.

1434

1435 **23.34 No Reduction of Benefits During Term of Agreement**

1436

1437 During the term of this Agreement, benefits provided will not be reduced below benefits

1438 in effect as of July 1, 2010 without the mutual consent of the Association and the City for any

1439 potential change due to and caused by the federal or state mandating of specific health insurance

1440 requirements, or changes made to the active policy by the current insurance company.

1443 **23.5 AirMed Membership**

1444
1445 Employer agrees to pay for yearly AirMed subscription (Airlink and ambulance
1446 coverage) for all bargaining unit employees.

1447 **ARTICLE 24**

1448
1449 **EDUCATION**

1450
1451 The parties jointly recognize and agree that the Employer shall have the exclusive right to
1452 determine the need for additional education courses, training programs, on-the-job training and
1453 cross-training and to assign employees to such duties for such periods to be determined by the
1454 Employer.

1455
1456 Employees may be granted time off **with pay** for educational purposes, at the discretion
1457 of the Chief ~~or Telecommunications Supervisor~~. Requests for time off will not be denied without
1458 good cause. The Employer will provide one hundred percent (100%) or an agreed upon amount
1459 of the cost of tuition and books for courses pre-authorized by the Employer. Any books
1460 purchased by the Employer shall remain the property of the Employer. If the employee does not
1461 complete a course due to circumstances within his or her control, he or she shall reimburse the
1462 Employer the cost of tuition.

1463
1464 If an employee voluntarily leaves the employ of the Employer within twelve (12) months
1465 of completion of a course for which he received reimbursement from the Employer for tuition,
1466 the amount of said reimbursement shall be deducted from any funds due at the time of
1467 termination of employment at a prorated basis for each month the employee is employed after
1468 completion of the course. This twelve (12)-month requirement may be waived by the Employer
1469 if it deems it to be in the best interest of the Employer.

1470
1471 The City reserves its rights under ORS 181A.620 to seek reimbursement from a law
1472 enforcement unit that subsequently employs employees covered by this agreement in a position
1473 that requires the same training as required for the position the officer holds with the City.

ARTICLE 25

SAVINGS CLAUSE

Should any portion of this Agreement be held contrary to law or administrative rule, such decision shall apply only to the specific portion thereof directly specified, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof, pursuant to ORS 243.702.

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ARTICLE 26

MISCELLANEOUS PROVISIONS

26.1 General and Special Orders

The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this Agreement and shall provide the Association with all additional policies and orders promulgated during the term of this Agreement.

26.2 Use of Force Situations

Employees involved in the use of deadly force shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. The right to consult with a representative or with counsel shall not unduly delay the employee from providing information necessary to secure a scene and pursue suspects or from walking through the scene to provide information to other officers.

1512 **ARTICLE 27**

1513
1514 **PREMIUM PAY**

1515
1516 **27.1 Certification**

1517
1518 Employees shall receive additional compensation for professional certification received
1519 through the State of Oregon Department of Public Safety Standards and Training. This
1520 compensation shall be:

1521

1522 Intermediate Certificate	3.0%
1523 Advanced Certificate	4.0%

1524

1525 Certification pay shall be computed based upon the employee's base salary. Certification
1526 pay is paid for intermediate or advanced, not both.

1527
1528 **27.2 Education**

1529
1530 Employees shall receive additional compensation for education received through a two
1531 (2) or four (4) year accredited college or university. Education pay shall be paid for AA/AS or
1532 equivalent credit or BA/BS, but not both. This compensation shall be:

1533

1534 AA/AS or equivalent credits	2.5%
1535 BA/BS	3.0%

1536

1537 Education pay shall be computed based upon the employee's base salary.

1538
1539 **27.3 Field Training Officer**

1540
1541 An employee designated by the City as a Field Training Officer shall be paid 2.5% above
1542 the member's normal pay step, computed on the employee's base salary for hours spent in
1543 training [another Officer](#).

1545 **ARTICLE 28**

1546
1547 **TERM OF AGREEMENT**

1548
1549 **28.1 Term**

1550
1551 This Agreement shall be effective July 1, ~~2016~~ 2019 through June 30, ~~2019~~ 2022, and
1552 shall continue in effect during the period of negotiations until a successor agreement is reached.
1553 It shall remain in full force from year to year thereafter unless either party shall serve written
1554 notice upon the other ~~sixty (60)~~ one hundred and eighty (180) days prior to the expiration or
1555 subsequent anniversary date of its desire to bargain a successor Agreement.

1556
1557 **28.2 Insurance Reopener**

1558
1559 ~~Either party may reopen the issue of health insurance by giving written notice no later~~
1560 ~~than September 1st of each year of its desire to bargain a change in insurance coverage effective~~
1561 ~~the following calendar year.~~

1562
1563 ~~The City may change insurance providers during the term of this Agreement so long as~~
1564 ~~the benefits provided are substantially similar to or greater than those in effect prior to the~~
1565 ~~change in carrier. In the event the benefits offered under a proposed new provider are~~
1566 ~~substantively less than those currently in effect, the parties agree to promptly commence~~
1567 ~~bargaining on health insurance issues.~~

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Executed this ____ day of _____, ~~2016~~ 2019, by the undersigned officers by the authority of and on behalf of the City of John Day and the Grant County Police Officers Association.

Grant County Police Officers Association

City of John Day, Oregon

~~Wade Waddell~~ Cammie Haney, President
Grant County Police Officers Association

Ron Lundbom, Mayor
City of John Day

~~Mike Durr~~ Andrew Martin, Vice-President
Grant County Police Officers Association

Nicholas Green, City Manager
City of John Day

APPENDIX A

Monthly Salary Schedule

Bargaining unit employees who are employed by the Employer on the effective date of this Agreement shall be placed on the salary schedule according to their anniversary date.

The practice of placing newly hired employees at the probation step of this salary schedule shall not prohibit the Employer from placing a newly hired employee at a more advanced step.

Newly hired employees shall normally be placed at the probation step of this salary schedule. On the employee’s anniversary date, one (1) year from the employee’s date of employment with the Employer, the employee may be moved to the next higher step of the salary schedule, provided his or her performance merits an increase, and shall advance on merit up the scale as provided below.

Fiscal Year ~~2016-2017~~ 2019-2020

Monthly Schedule

1% COLA \$1.50 Increase to Wages

	between-steps	↑ yr	↑ yr	↑ yr	↑ yr	↑ yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,115	2,237	2,345	2,491	2,586	2,718	2,820
9A	2,479	2,577	2,705	2,846	2,983	3,163	3,292
10A	2,773	2,914	3,054	3,240	3,368	3,538	3,777
11A	2,911	3,059	3,208	3,404	3,538	3,716	3,968

MONTHLY SCHEDULE

Fiscal Year ~~2017-2018~~ 2020-2021

Monthly Schedule

1.50% COLA 4.0% Increase

	between-steps	↑ yr	↑ yr	↑ yr	↑ yr	↑ yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,147	2,271	2,380	2,528	2,625	2,759	2,862
9A	2,516	2,616	2,746	2,889	3,028	3,210	3,341
10A	2,815	2,958	3,100	3,289	3,419	3,591	3,834
11A	2,955	3,105	3,256	3,455	3,591	3,772	4,028

Fiscal Year ~~2018-2019~~ 2021-2022

Monthly Schedule

~~2.00% COLA~~ 4.0% Increase

	between-steps	1 yr	1 yr	1 yr	1 yr	1 yr	2 yrs
	PROBATION	STEP	STEP	STEP	STEP	STEP	STEP
	STEP	1	2	3	4	5	6
7A	2,190	2,316	2,428	2,579	2,678	2,820	2,919
9A	2,566	2,668	2,801	2,947	3,089	3,292	3,408
10A	2,871	3,017	3,162	3,355	3,487	3,777	3,911
11A	3,014	3,167	3,321	3,524	3,663	3,968	4,109

Appendix B

Purposes for which sick leave may be used

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "Family member" means the spouse of an employee, the biological, adoptive, step or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, or a person with whom the employee was or is in a relationship of in loco parentis.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes in accordance with Article 8 of this Agreement.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.